

**AMAZON DIGITAL SERVICES LLC
STANDALONE MUSIC PUBLISHING RIGHTS AGREEMENT**

This Standalone Music Publishing Rights Agreement (this “**Agreement**”) is a binding agreement between Amazon Digital Services LLC (“**ADS**” and, together with its affiliates, “**Amazon**,” “**we**,” or “**us**”) and you or, if applicable, the individual, company or other legal entity you represent (“**Publisher**” or “**you**”) This Agreement takes effect on the first day of the month that you opt in by clicking the button marked “I agree” in your Music Reports web account.

1. **The Service:** Amazon makes available a standalone digital music subscription service, which may be offered as part of a bundle with one or more products or services (the “**Service**”).
2. **Term:** This Agreement will commence on the first day of the calendar month that it is fully executed by both parties (the “Effective Date”) and continue for a period of two years (the “Initial Period”), unless earlier terminated in accordance with this Agreement. Following the Initial Period, this Agreement will be automatically extended for additional, successive periods of one year each (each, a “Renewal Period”). “Term” means, collectively, the Initial Period and all Renewal Periods. Either party may terminate this Agreement as of the end of the Initial Period or then-current Renewal Period by written notice given to the other party at least 90 days before the end of the Initial Period or any Renewal Period.
3. **Rights Granted:**
 - (a) **Scope of Rights.** You grant to us the non-exclusive right and license (“**License**”), in the United States of America, its territories and possessions (the “**Territory**”) during the Term, (i) to encode, reproduce, make available, deliver, and distribute interactive streams and limited downloads of sound recordings embodying Musical Works (collectively, “**Content**”); and (ii) to encode, reproduce, make available, deliver, publicly display, and distribute interactive streams and limited downloads of Music Videos, each via the Service. “**Musical Work**” means a musical work you own, control, or administer, in whole or in part, at any time during the Term with respect to the Territory, regardless of the extent of your ownership, control, or administration interest in and to the musical work. The portion of any Musical Work that you own, control, or administer is sometimes referred to in this Agreement as the “**Publisher Portion**” of the Musical Work, and the remainder of the Musical Work is sometimes referred to in this Agreement as the “**Non-Publisher Portion**” of the Musical Work. “**Music Video**” means an audiovisual work embodying a Musical Work, authorized by a bona fide record label, including recordings of live performances by artists, and which may contain lyrics. The License includes all rights of every kind and nature in and to the Musical Works necessary for us to exploit the Musical Works as permitted in this paragraph, from the making of server reproductions to the transmission of the Musical Works, in all cases made subject to and in accordance with the terms of this Agreement. It will not be deemed a breach of this Agreement if a user is able to access Musical Works licensed under this Agreement while traveling outside of the Territory, and Content may be hosted on servers owned or controlled by Amazon or its contractors anywhere in the world.
 - (b) **Withdrawal.** Upon no less than 30 days’ advance written notice to us, you may withdraw or withhold the license granted under this Agreement with respect to a Musical Work

on a prospective basis, and the license with respect to the Musical Work will terminate 30 days after our receipt of the notice, only if: (i) you no longer have the right to license the Musical Work for the Service, and (ii) you also remove the Musical Work from all other services that you license that make available interactive streams or limited downloads.

(c) **Statutory Licenses.** Nothing in this Agreement will preclude us from exploiting any withdrawn or withheld Musical Works under a statutory license. Subject to the foregoing, the License supersedes, for the Term of this Agreement and to the extent of the scope of the License, any existing statutory license from you to us with respect to the exploitation of the Musical Works as authorized under this Agreement.

4. **Metadata Delivery:** Within 20 days of execution of this Agreement and on an ongoing basis during the Term, you will provide to us complete and accurate metadata regarding the Musical Works, including, without limitation, the songwriter names, related ISRC/ISWC (if available), related artist/sound recording or music video data, the names of any sub-publishers, IPI# if available, and Publisher Portion of each Musical Work (the “Data Feed”), and any required updates to the Data Feed, in a format we specify. We may designate a data manager to act on our behalf in making payments and issuing reports to you. Upon the request of our data manager (if any), you will also deliver the Data Feed, and any required updates to the Data Feed, to our data manager. If you do not own or control all rights necessary to grant the rights in this Agreement, the Data Feed will specify which rights are not included. If you fail to provide a Data Feed to us or to the data manager, we may rely on our information or the data manager’s information with respect to the Musical Works and we will not be liable for any inaccuracies or omissions in reporting or royalty payments that result from our reliance on that information.

5. **Financial Terms:**

(a) **Financial Definitions.**

(i) **“Alexa Enabled Device”** means a device utilizing Amazon’s voice-controlled user interface. An Alexa Enabled Device does not include mobile phones or PCs.

(ii) **“Device Subscription”** means a subscription to the Service on an Alexa Enabled Device that provides a customer with streaming-only access to interactive streams of sound recordings and music videos embodying musical works, without a cellular connection.

(iii) **“Family Subscription”** means a Standard Subscription associated with up to six persons.

(iv) **“Free Trial”** shall have the same meaning as “Free Trial Offering” in 37 CFR 385, as amended from time to time (which for clarity, shall include any trial under 37 CFR 385 for which Amazon receives no monetary consideration, regardless of whether the term “Free Trial Offering” is used). .

(v) **“Individual Subscription”** means a Standard Subscription associated with only one person.

(vi) **“Publisher’s Audio Mechanical Pro-Rata Share”** means a fraction, the numerator of which is the total number of royalty-bearing plays of interactive streams and royalty-bearing plays of limited downloads of your Content made via the Service in the applicable month (pro-rated in the case of Musical Works you partially own, control, or administer), and the denominator of which is the total number of royalty-bearing plays of interactive streams and royalty-bearing plays of limited downloads of sound recordings, and royalty-bearing plays of interactive streams and royalty-bearing plays of limited downloads of music videos, in each case that embody musical works, made via the Service in the applicable month. The Publisher’s Audio Mechanical Pro-Rata Share will be calculated separately for each of the following Subscription types: Individual Subscriptions, Family Subscriptions, Student Subscriptions, and Device Subscriptions.

(vii) **“Publisher’s Video Mechanical Pro-Rata Share”** means a fraction, the numerator of which is the total number of royalty-bearing plays of your Music Videos made via the Service in the applicable month (pro-rated in the case of Musical Works you partially own, control, or administer), and the denominator of which is the total number of royalty-bearing plays of interactive streams and royalty-bearing plays of limited downloads of sound recordings, and royalty-bearing plays of interactive streams and royalty-bearing plays of limited downloads of music videos, in each case that embody musical works, made via the Service in the applicable month. The Publisher’s Video Mechanical Pro-Rata Share will be calculated separately for each of the following Subscription types: Individual Subscriptions, Family Subscriptions, Student Subscriptions, and Device Subscriptions.

(viii) **“Standard Subscription”** means a subscription to the Service that provides a customer access to interactive streams and limited downloads of sound recordings and music videos, in each case embodying musical works.

(ix) **“Student Subscription”** means a Standard Subscription associated with one person who:

(A) is a college student enrolled in at least one course at a college geographically located in the Territory;

(B) is able to provide proof of enrollment upon request; and

(C) has a valid email address that contains the domain suffix .edu; provided, that a person meeting the requirements of a Student Subscription is only eligible for a Student Subscription for four years.

(x) **“Subscription”** means a Standard Subscription or a Device Subscription and, for clarity, excludes any Free Trial or complimentary accounts.

(b) **Mechanical Royalties.** Subject to paragraph 5(e), ADS will pay you mechanical royalties as described in this paragraph 5(b) in consideration for the rights granted under this Agreement and your representations and warranties in this Agreement. For purposes of calculating the per-work royalty allocation in 37 CFR 385, Amazon will treat plays of interactive streams and plays of limited downloads of music videos as if they were plays of interactive

streams and plays of limited downloads of sound recordings. For purposes of determining the number of Subscriptions in a given month, each partial-month Subscription (i.e., each Subscription which begins or ends on any day other than the first day of a month) will be counted as one multiplied by a fraction that is equal to the number of days such Subscription is active during the applicable month divided by the total number of days in the month. We will subtract applicable public performance royalties for all Musical Works.

(i) **Individual Subscription.** Subject to paragraph 5(e), for plays of audio-only Content, ADS will pay you the then-current rates set forth in 37 CFR 385 for a standalone portable subscription, multiplied by the Publisher's Audio Mechanical Pro-Rata Share. Solely by way of example and subject to paragraph 5(b)(i)-(iv), if 1,000,000 plays are made via the Unlimited Service in a particular month, ninety percent of those plays are of audio-only Content, the Publisher Portion of each of the audio-only Content is 50%, and the per-work royalty allocation in step 4 of 37 CFR 385.21(b)(4) is \$0.01, then Amazon will pay Publisher royalties for the audio-only Content as follows: $\$0.01 \times (1,000,000 \text{ plays}) \times [(900,000 \text{ audio-only Content plays} \times 50\% \text{ Publisher Portion}) / 1,000,000 \text{ plays}] = \$4,500$.

(ii) **Device Subscription.** Subject to paragraph 5(e), for plays of audio-only Content, ADS will pay you the then-current rates set forth in 37 CFR 385 for a standalone non-portable subscription—streaming, multiplied by the Publisher's Audio Mechanical Pro-Rata Share.

(iii) **Family Subscription.** Subject to paragraph 5(e), for plays of audio-only Content, ADS will pay you the then-current rates set forth in 37 CFR 385 for a standalone portable subscription, multiplied by the Publisher's Audio Mechanical Pro-Rata Share (but with each Family Subscription counting as 1.5 subscribers, prorated in the case of a Family Subscription in effect for only part of a month, if 37 CFR 385 does not otherwise address family plans).

(iv) **Student Subscription.** Subject to paragraph 5(e), for plays of audio-only Content, ADS will pay you the then-current rates set forth in 37 CFR 385 for a standalone portable subscription, multiplied by the Publisher's Audio Mechanical Pro-Rata Share (but with each Student Subscription counting as 0.5 subscribers, prorated in the case of a Student Subscription in effect for only part of a month, if 37 CFR 385 does not otherwise address student plans).

(v) **Music Videos.** Subject to paragraph 5(e), for plays of Music Videos, ADS will pay you the then-current rates set forth in 37 CFR 385 for interactive streaming services for the applicable year, multiplied by the Publisher's Video Mechanical Pro-Rata Share, except that after the calculations in step 4 of 37 CFR 385.21(b)(4), the per-work royalty allocation for plays of Music Videos will be multiplied by 1.35 (i.e., an uplift of 35%, which shall be incremental to the payable royalty pool) and ADS will pay you an additional royalty for such plays (i.e., a royalty in addition to, and separate from, the royalty pool for plays of audio-only Content). Solely by way of example, if 1,000,000 plays are made via the Unlimited Service in a particular month, ten percent of those plays are of Music Videos, the Publisher Portion of each of the Music Videos is 50%, and the per-work royalty allocation in step 4 of 37 CFR 385.21(b)(4) is \$0.01, then Amazon will pay Publisher royalties for the Music Videos as follows: $\$0.01 \times (1,000,000 \text{ plays}) \times [(100,000 \text{ Music Video plays} \times 50\% \text{ Publisher Portion}) / 1,000,000 \text{ plays}] \times 1.35 \text{ multiplier} = \675 .

(c) **Royalty Payment Terms.** The royalties set forth in this paragraph 5 (the “**Royalties**”) will be calculated on a monthly basis but accounted for and paid on a quarterly basis, as set forth in paragraph 6. Notwithstanding anything to the contrary in this Agreement, no monies will be payable and no reporting obligations will apply with respect to plays of interactive streams and plays of limited downloads of sound recordings and music videos, in each case, that embody musical works made via the Service by users (i) during any Free Trial, except as otherwise set forth in paragraph 5(a)(iv), or (ii) from accounts given by us to content and distribution partners, members of the press, or Amazon employees or contractors involved in the management, development, or testing of the Service. As between you and us, we will be responsible for making any royalty payments with respect to the Non-Publisher Portion of the Musical Works licensed under this Agreement in accordance with the royalty rate determinations and calculations set forth in the foregoing provisions of this paragraph 5. The calculation of Royalties payable to you for the Service will be solely based on the Publisher Portion of the Musical Works licensed under this Agreement.

(d) **Taxes.** As between the parties, ADS is responsible for collecting and remitting any taxes imposed on its sales to customers. You are responsible for any income or other taxes due and payable resulting from ADS’s payments to you. Accordingly, the amounts payable to you under this Agreement are inclusive of any taxes that may apply to such payments. We maintain the right, however, to deduct or withhold any applicable taxes that we may be legally obligated to deduct or withhold from amounts due to you from ADS, and the amounts due, as reduced by such deductions or withholdings, will constitute full payment to you. If any U.S. state considers all or part of your grant of rights to us under this Agreement to be a sale to us that is subject to any sales, use, value added or similar taxes (“**Transaction Taxes**”), we may provide you with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case you will not charge or collect the Transaction Taxes covered by such certificate. You will be solely liable for all Transaction Taxes, if any, and will indemnify and hold harmless ADS and its affiliates, successors, licensees, agents, attorneys and assignees, and the officers, directors, shareholders, contractors, members and employees of the foregoing (the “**Amazon Indemnified Parties**”), against all Transaction Taxes, if any, and against all interest, penalties, costs and expenses (including reasonable outside attorneys’ fees) related to any such Transaction Taxes. If any taxing authority assesses or claims any tax liability on or against the Amazon Indemnified Parties with respect to any Transaction Taxes, we will control the defense against such assessment or claim (without limiting your obligation to indemnify and hold the Amazon Indemnified Parties harmless pursuant to this paragraph). Throughout the Term of this Agreement, you will provide us with any forms, documents or other certifications as may be required by us to satisfy any information reporting or tax obligations with respect to this Agreement. You will be responsible for any applicable withholding and information reporting requirements for payments you make to third parties in connection with this Agreement.

(e) **Advance Pool.** If the Effective Date is before December 31, 2019, then ADS will pay you an amount representing your share of a recoupable advance pool (such share, your “**Advance**”) on February 15, 2020. The amount of your Advance will be determined by us or our data manager by multiplying \$8,000,000 by a fraction, the numerator of which is the number of interactive streams and limited downloads on the Service of sound recordings and music videos, in each case, embodying Musical Works for a one-year period commencing on January 1, 2019 (the “**Advance Pool Year**”), and the denominator of which is the total number of interactive streams and limited downloads on the Service of all sound recordings and music videos, in each

case embodying musical works owned or controlled by Applicable Publishers during the Advance Pool Year. For the purposes of this calculation, interactive streams and limited downloads of sound recordings and music videos, in each case embodying a musical work owned or controlled by more than one publisher will be allocated based on available information regarding each publisher's proportionate ownership or control of that composition. "Applicable Publishers" means all music publishers except for BMG Rights Management (US) LLC; EMI Entertainment World, Inc.; Kobalt Music Publishing America, Inc.; Sony/ATV Music Publishing LLC; Universal Music Publishing Group; and Warner/Chappell Music, Inc. Your Advance will be recoupable against any and all royalties that Amazon accrues with respect to you (other than your Advance) under this Agreement. We will have no obligation to pay you any royalties under this Agreement until all such accrued royalties (other than your Advance) surpass the amount of your Advance. If that condition is met, then we will have an obligation to pay accrued royalties thereafter, but only to the extent that the aggregate accrued royalties exceed your Advance.

6. **Accountings:** You will provide us or our data manager, if we so designate, all payment and related information necessary to make payments to you. Within 45 days after the end of each calendar quarter, ADS or a third-party contractor acting on ADS's behalf will pay you the amounts due to you under this Agreement for that calendar quarter and provide you with an accounting statement including the data reasonably necessary to calculate the Royalties for that calendar quarter and the allocation of those Royalties on a per track basis. ADS or a third-party contractor acting on ADS's behalf may institute a minimum threshold amount for payments to you not to exceed \$100, in which case amounts owed to you that are less than the minimum threshold amount will be accrued and paid once the accrued amount equals or exceeds the minimum threshold amount.

7. **Preview Clips.** You grant us the non-exclusive, royalty-free right and license in the Territory during the Term to encode, reproduce, make available, deliver, and distribute interactive streams and limited downloads of Preview Clips embodying Musical Works. "**Preview Clip**" means a clip of a sound recording of a duration of ninety (90) seconds or less, intended for use to promote the Service.

8. **Certain Representations and Warranties:** As of the Effective Date and during the Term, each party to this Agreement represents and warrants that: (i) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms; and (ii) its execution of this Agreement will not violate the provisions of any agreement to which it is a party.

9. **Indemnification; Limitation of Liability:**

(a) **Indemnification.** Each party will, at its sole cost and expense, indemnify, defend and hold harmless the other party and its affiliates, successors, licensees, agents, attorneys and assignees, and the officers, directors, shareholders, contractors, members and employees of the foregoing, from and against any and all third-party claims (including any demands, actions, suits, judgments and liabilities of any kind and character whatsoever relating to those claims, "**Claims**") arising out of or in connection with an alleged breach by such party of any representation or warranty made in this Agreement by such party. In addition, you will, at your sole cost and expense, indemnify, defend and hold harmless the Amazon Indemnified Parties from and against any Claims (i) arising from your alleged failure to pay royalties or other amounts to any songwriter or other third party who is entitled to a royalty or other payment in connection with

the permitted exploitation of the Publisher Portion of the Musical Works under this Agreement (provided that the failure is not due to ADS's failure to pay Royalties to you as required under this Agreement) or to comply with any applicable tax withholding or information reporting requirements in connection with those payments; or (ii) arising from or related to the rights and authorizations granted to us in this Agreement or the exercise thereof. The indemnifying party will pay all liabilities, damages, awards, settlements, losses and expenses (including, without limitation, court costs, reasonable third party legal fees and third party costs of investigation) arising from any such Claims. Without waiving any right or remedy available to us, if any Claim is made for which you are obligated to indemnify us, we will have the right to withhold amounts otherwise payable to you under this Agreement in an amount reasonably related to the Claim.

(b) **Limitation of Liability.** Without limiting the indemnity obligations of the parties under this Agreement and other than as a result of a breach of the confidentiality obligations under this Agreement, neither party will be liable to the other party for any indirect, incidental, consequential, punitive or special damages, arising out of or related to this Agreement, even if the party has been advised of the possibility of those damages. Neither party makes any representation or warranty except as expressly set forth in this Agreement. In no event will ADS's total liability for disputes relating to this Agreement exceed the lesser of (i) the amount of proceeds received or to be received by you from ADS during the Term of this Agreement and (ii) \$50,000.

10. Termination; Survival: Without limiting any other remedy available at law or in equity, either party may terminate the Term in the event of any material breach of this Agreement by the other party that is not remedied within 30 days after notice is provided to the breaching party thereof. Neither party will be entitled to recover damages or to terminate the Term by reason of any breach by the other party of its obligations under this Agreement unless the breaching party fails to remedy the breach within 30 days following receipt of notice thereof. We will also have the right to terminate the Term upon notice to you in the event that we cease to operate the Service during the Term. A party's right to terminate the Term of this Agreement will be deemed to have been waived for all purposes in the event that it is not exercised prior to the date upon which the breach giving rise to the right of termination has been cured. Except as otherwise provided in this Agreement, the terms contained in this Agreement which by their nature and context survive or are expressly intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied or by their nature expire.

11. Notices: You agree that all information you provide in connection with the execution and operation of this Agreement will be accurate. All notices under this Agreement must be in writing in order to be effective. The email or other address that we or our data manager has on file for you, or any updated email or other address you provide using a mechanism for address updates we or our data manager may provide, will serve as the official address for the provision of notices to you under this Agreement. You will deliver any notices regarding your Musical Works and payment information to us and to our data manager at the address(es) or email address(es) we or they provide for that purpose. You will provide any notices of termination of this Agreement or other legal notices to our data manager and to us at contracts-legal@amazon.com.

12. Confidentiality: Any information we provide that is marked "confidential," or that under the circumstances surrounding disclosure a reasonable person would understand to be confidential, is our confidential and proprietary information, and you will not disclose this information to any

third party or use it for any purpose other than the performance of this Agreement. Accounting statements will be considered “confidential information” of Amazon; however, you may disclose royalty information to your songwriters as long as the information is solely related to that songwriter’s own musical works, and any data disclosed in accordance with this sentence will not be deemed confidential information as used by that songwriter or their designated representatives. You may also disclose confidential information as required to comply with binding orders of governmental authorities if you (a) give us prior written notice sufficient to allow us to seek a protective order or other appropriate remedy; (b) disclose only information that is required by the governmental entity; and (c) use commercially reasonable efforts to obtain confidential treatment for any information to be disclosed. You will not show or distribute this Agreement to any third party, including your songwriters, their respective agents and attorneys, nor will you disclose any information regarding this Agreement or its terms except as specifically permitted by this paragraph.

13. **Miscellaneous:**

(a) **Amendments, Etc.** We may have the need to update the terms of this Agreement from time to time as our services evolve. We or our data manager may provide you no less than 30 days’ advance notice of any changes. If we or our data manager sends you such a notice, we will give you an opportunity to terminate the Agreement, using the means we or our data manager provides you to do so, at any time within the 30 day period commencing on the date of the notice. If you terminate, your termination will be effective 10 business days after you do so. If you do not terminate, this Agreement will be deemed modified as provided in the notice. Except as provided above, this Agreement cannot be amended or altered, in part or in full, without the prior written consent of the parties. If any provision of this Agreement is held to be unenforceable, in whole or in part, the unenforceability of that provision will not affect the validity of the other Agreement provisions. In entering into this Agreement, ADS and Publisher have and will have the status of independent contractors, and this Agreement will not create any joint venture, partnership, agency or fiduciary relationship between the parties. You and your employees, representatives and agents will not represent yourselves to be an employee, representative or agent of Amazon. You will have no authority to enter into any agreement on behalf of us or in our name or otherwise bind us to any agreement or obligation. Nothing contained in this Agreement obligates us to make available, sell, license, exploit or distribute Musical Works on or in connection with the Service, or exercise the rights you grant us in this Agreement. No party to this Agreement will, without the prior written consent of the other party, issue any press release or make any other public announcement or statement relating to the existence of this Agreement, or any terms and conditions of this Agreement.

(b) **Governing Law.** This Agreement is governed by the laws of the State of New York, without reference to its conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods is excluded. Each party agrees to exclusive personal jurisdiction and venue in the federal and state courts in New York County, New York, for any dispute arising out of this Agreement or the transactions contemplated by this Agreement. The parties agree that this choice of law and venue are based on the locus of the music industry, the fact that we are entering into a number of other similar agreements with this choice of law and venue, and that there is a substantial body of law and expertise related to the subject matter of this Agreement in those courts.

(c) **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, except that (i) ADS may assign any of its rights and obligations under this Agreement without consent (A) to any ADS affiliate; (B) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets related to this Agreement, or similar transaction; or (C) as otherwise set forth in this Agreement and (ii) you may assign all of your rights and obligations under this Agreement to any corporation or other entity without consent in connection with the sale of all or substantially all of your assets. Subject to the foregoing limitation, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. We may use third party contractors to exercise our rights or perform our obligations under this Agreement.

(d) **Final Agreement.** This Agreement constitutes the complete and final agreement of the parties pertaining to the subject matter of this Agreement and supersedes any of the parties' prior agreements, understandings, and discussions related to the subject matter of this Agreement. No modification of this Agreement will be binding unless it is in writing and signed by each of the parties.